

MAINTENANCE  
INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF AVONDALE

NO. .... 750.3
FILED WITH SECRETARY OF STATE
Date Filed. .... 11/9/81
<i>Race</i> Secretary of State

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF AVONDALE, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following locations:

S.R. 85 and Central Avenue  
S.R. 85 and 4th Street  
Dysart Road at Van Buren Street  
Dysart Road at Riley Drive

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1980, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within the boundaries of the CITY.

7. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

10. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of October, 1979, but in no event prior to its being filed with the Secretary of State.

11. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 

Chief Deputy State Engineer

CITY OF AVONDALE

By: 

Title: Mayor

ATTEST:

  
City Clerk

EXHIBIT "C"  
LETTER ADDENDUM


In accordance with paragraph 7 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF AVONDALE consummated on November 9, 1981 it is agreed by both parties that the following location(s) be added to or deleted from, the existing list of locations to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

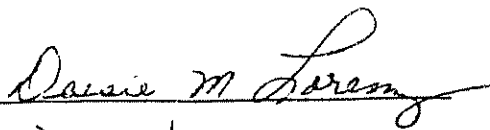
By:   
Chief Deputy State Engineer

CITY OF AVONDALE

ATTEST:

  
City Clerk

Date Signed: 11-2-79

By:   
Title: Mayor

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA,  
AUTHORIZING THE CITY TO ENTER INTO AN INTER-  
GOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City is empowered by Arizona revised statutes,  
Section 9-672 to enter into an agreement with the State of Arizona  
Department of Transportation; and

WHEREAS, for the safety and protection of the traveling  
public it is necessary and desirable that certain operations and  
maintenance activities be provided on the state highway system within  
the city; and

WHEREAS, the City Council has determined it to be in the best  
interest of the City to contract with the State of Arizona Department of  
Transportation for the performance of these activities;

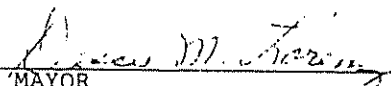
NOW THEREFORE BE IT RESOLVED by the City Council of the City  
of Avondale, Maricopa County, Arizona, as follows:

Section 1. The City of Avondale is authorized to enter into  
an intergovernmental agreement with the State of Arizona providing for  
the maintenance of traffic signals and highway lighting on state highways  
within the City.

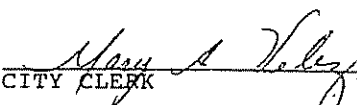
Section 2. The Mayor and City Clerk are hereby authorized to  
execute said Agreement in behalf of the City of Avondale.

PASSED AND ADOPTED by the City Council of the City of Avondale  
this 15th day of October, 1979.


APPROVED by the Mayor this 15th day of October, 1979.

  
MAYOR

ATTEST:

  
CITY CLERK

Approved as to form:

  
CITY ATTORNEY

FRANK ROSS



OFFICE OF THE  
**Attorney General**

1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 81-627, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 30th day of October, 1981.

ROBERT K. CORBIN  
Attorney General

*James R. Holcomb*  
Assistant Attorney General  
Transportation Division

PREAUDITED IN ACCORDANCE  
WITH A.D.O.T. PROCEDURES

NOV 1981

BY: *[Signature]*

EXTERNAL AUDIT SECTION